

Gold

## Chapter 10

# Indian Lease, Agreements and Mining Deeds

#1

THIS agreement, made and entered into this fourth day of November in the year one thousand eight hundred and ninety seven, by and between F.W.C. Hathenbruck of Provo City, Utah County and C. B. Rhoades, of Price, Carbon County, in the State of Utah, parties of the first part and L. O. Wight of Salina, Salina County, in the State of Kansas, party of the second part, that,

WHEREAS, the parties of the first part have certain knowledge of the existence and location of certain mines, placer, veins or lodes, bearing precious metals; on the Uintah Reservation, and desire to enter into a contract or lease, with the tribe of Indians occupying the Uintah Reservation, for the development and working of said, placer, veins, or lodes, the contract or lease to be on the terms and at the nature and character of the copy which is attached hereto and made a part of this agreement.

NOW THEREFORE, the parties of the first part at the request of the party of the second part, and in consideration of the covenants herein expressed, to be performed by the party of the second part, the prompt performance of which being a condition precedent, and time the essence of said condition, do hereby agree to transfer, set over and convey to the party of the second part half of one twentieth or one fortieth (1/40) interest in the aforesaid contract or lease when the legal title to the same shall have been procured and apportioned, as in the said agreement specified.

AND the party of the second part, in the consideration of the premises, hereby agrees to pay Five Hundred Dollars in Cash down, and use all diligent means, influence and exertions to consummate and help to bring to a successful issue and termination the execution and fulfillment of said proposed agreement, and superintend all surveys to be made, between the parties of the first part and the tribe of Indians occupying the Uintah Reservation, Utah.

AND all subleases, and it is further mutually covenanted and agreed if in any manner, the parties of the second part to the said proposed agreement shall fail or neglect to procure or to help to secure the lease or title to and marking of said mines, the parties of the first part therein shall be fully and completely, exonerated and released from the covenants and provisions of this agreement.

This contract is signed in duplicate.

Witness:

Elizabeth A. Lane

F.W.C. Hathenbruck

C. B. Rhoades

L. O. Wight

Recorded at request of F. Eberhart March 9, 1904 at 1 P.M.

Thomas S. Watson, County Recorder

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AGREEMENT #2

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THIS Agreement entered into this thirtieth day of December On Thousand and Eight Hundred and Ninety Seven by and between F.W.C. Hathenbruck of Provo City, Utah County and C. B. Rhoades of Price, Carbon County, State of Utah parties of the first part and L. O. Wight and F. Eberhart both of Salt Lake State of Utah parties of the second part.

WITNESSETH: That in consideration of the Moneys to be paid by the parties of the second part, in the following manner and terms, to wit: One Hundred Dollars in hand paid, One Hundred Dollars January fifteenth 1898, One Hundred Dollars February Sixth 1898 total 300.00 and Two Hundred Dollars April fifteenth 1898. Payments to be made to the credit of Hathenbruck and Rhoades at the Deseret National Bank Salt Lake City. The parties of the first part, will sell Deed and transfer one fortieth (1/40) part interest to the parties of the second part in the following described Lease to be obtained from the Ute Indians on the Uintah Reservation Utah and the same approved by the proper Officers in the Department of the Interior Washington D.C. beginning at the intersection of the Uinta

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base line and Longitude 110 (degrees) 15' thence North to intersection of Latitude 40 (degrees) 45' thence West to Reservation line thence along Uintah Reservation line to the intersection of Uinta base line, thence East along Uinta base line to place of beginning and in case the lease should not be obtained at the time last payment is due the parties of the first part shall have no claim on said Two Hundred Dollars (the last payment in April) but is to be left to the option of the parties of the second part to pay the said sum of Two Hundred Dollars and demand the interest aforementioned when Lease is procured. This contract shall be binding on the heirs Administrators and assigns of the parties hereto.

In Witness Whereof we have set our hands and seal on the day first above written.  
(Executed in duplicate)

Hathenbruck and Rhoades  
L. O. Wight  
F. Eberhart

Recorded at request of F. Eberhart March 9, 1904 at 1 P.M.  
Thomas S. Watson, County Recorder

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LEASE #1

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THIS Indenture, Made the 18th day of December One Thousand Eight Hundred and Ninety Seven, Between The Uintah And White River Utes, the parties of the first part and Frederick William Hathenbruck of Provo City, Utah County, and Caleb Baldwin Rhoades of Price, Carbon County, in the State of Utah, the parties of the second part, Witnesseth:

THAT the said parties of the first part for and in consideration of the rents covenants and agreements hereinafter mentioned and reserved to be paid, kept and performed by these said parties of the second part, their successors and assigns hath remised, leased and let, and by these presents do remise, lease and let unto the said parties of the second part, their successors and assigns all these premises situate, lying and being in the Uintah Reservation, County of Wasatch, State of Utah and particularly described as follows to wit: Beginning at the intersection of Longitude one hundred and ten (110) degrees and fifteen (15) minutes and Latitude forty (40) degrees twenty six (26) minutes twenty seconds, thence North along longitude one hundred and ten (110) degrees fifteen (15) minutes to the intersection of Latitude forty (40) degrees forty five (45) minutes thence West along latitude forty (40) degrees forty five (45) minutes to the intersection of the North-western line of the Uintah Reservation, thence

along the Western Reservation line in a southerly direction to the intersection of Latitude forty (40) degrees twenty six (26) minutes and twenty seconds thence East to the intersection of Longitude one hundred and ten (110) degrees fifteen (15) minutes to the place of beginning, a further identification of the boundary of said tract of land is indicated and marked by the lines in blue print map. Attached hereto Marked "Exhibit A" and hereby made a part hereof, excepting and excluding therefrom all agricultural lands contained therein and all that portion of said premises which is now surveyed by the United States Government.

THE purpose being to include only the Mountain, Mineral, unsurveyed and broken Non-agricultural land within said boundaries, To have and to hold, the said premises with the appurtenances unto the said party of the second part, their Successors and assigns from the 31st day of December, 1897 for and during and until the 31st day of December 1907, and the Said parties of the second part in consideration of the leasing of the premises aforesaid, do covenant and agree with the said parties of the first part, their heirs, executors, administrators and assigns, to pay to the said parties of the first part their heirs, executors, administrators and assigns, rent for the remised premises, in lawful Money of the United States, as follows:

1. Two thousand five hundred (\$2500) dollars per Annum payable Semi-annually on the first days of January and July of each and every year.
2. If the net value of the Annual product or output of said premises worked and operated as mines, bearing gold, silver and copper and other minerals and mining products shall exceed twenty-five thousand dollars (\$25,000) per year: then ten (10) per cent of such excess payable in like manner and at like times, as above. And it is hereby covenanted and agreed by and between the parties hereto:

1. That the words "Net Value" contained herein shall be construed to mean the selling price of each and every carload or lot of rock or ore bearing precious metals, or other metals on board of cars at the nearest railroad point: or if milled on said property, then at said mill less the actual necessary and proper cost of the mining, reduction and hauling to the mill.
2. That while the design and intent of both parties hereto is to cause said premises to be worked and operated for gold, silver, copper, and other precious metals, and minerals. It is expressly agreed and understood that all valuable & merchantable Minerals on said premises, of whatever kind and nature may be utilized adn Marketed except Gilsonite, and that the value of all such products shall be considered as the proceeds or output of said premises.
3. It is further stipulated, agreed and understood that the parties of the second part, their Successors and assigns shall have the right to cut and

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take from said premises all timber necessary and sufficient for the purposes of developing and exploiting for Mining or workings of any kind under this lease, including houses, mills, bridges, roads, and all buildings of whatever kind of character, which may be necessary in carrying on the work.

4. The parties of the second part are to pay all expenses of operating and working said premises and are to buy upon their own account and in their name, all tools, implements, and machinery and upon their own account and in their name to erect mills, smelter and other works, buildings and appurtenances which they may consider necessary and shall own them as Chattels: they shall market, sell, and dispose of all products in their own name and in no way shall the parties of the first part be connected with the business of working or operating said premises, or in disposing of its products or to be held liable for any expense of working or cost of improvements or repairs. It is however, expressly made a condition hereof that this instrument shall not in any way operate to exclude the parties of the first part from said premises for the purpose of ingress thereon, or egress therefrom, or for a right of way to or across any portion thereof, and for grazing, hunting, or fishing thereon, such right being hereby reserved to said parties but be exercised in such a way and in such a manner as not to obstruct or conflict with effective operation of the rights herein granted to the parties of the second part.

5. The parties of the second part shall at all times keep full, true and accurate books of account at their office in Salt Lake City, and at their office at or on the said premises showing all transaction connected with the business of working and operating said premises and Said parties of the first part or their authorized agent or agents are at all times to have free access to the Same at the office of the second parties at the end of every month, after the execution of these presents and the parties of the second part shall furnish to the parties of the first part or their authorized representative a full, and true and correct abstract of the said books for the month last past, Showing the amounts of business transacted, Sales Made, account of Money received therefor and expense incurred.

6. And it is further covenanted and agreed between the parties hereto, that at the termination of this lease, or the time to which it may extend, the parties of the second part will yield and deliver up the said remised premises to the said parties of the first part in as good order and condition as when the same were entered upon by said parties of the second part, Alterations and changes necessary to carry on and effect the purposes herein before mentioned expected.

7. And it is further expressly understood and agreed by and between the parties aforesaid, that if the rents above received, or any part thereof

shall be unpaid on the day when the same is due and payable as aforesaid, and for Sixty days thereafter, or if default be made in any of the terms, covenants and conditions herein contained to be kept by the said parties of the second part or their successors it shall and may be lawful for the said parties of the first part, their heirs, executors administrators and assigns, agents or Attorneys, the said remised premises and every or any part thereof, either with or without legal process to re-enter and the same again repossess and enjoy as in their first and former estate.

8. And it is further covenanted and agreed by and between the Said parties that the said parties of the second part, or their Successors in interest shall pay and discharge all costs and Attorney's fees and expenses that shall arise from enforcing the covenants of this indenture by the said parties of the first part, and that they shall have a lien upon all unsold products of said premises, and upon all machinery, implements and personal property placed upon, or used in connection with said premises by the said parties of the second part for all sums which may be due them at the termination of this lease by lapse of time or otherwise.

9. It is further stipulated and agreed by the parties of the first part, that all the terms, covenants and conditions of this lease having been kept and performed by the parties of the second part, and the power to lease the aforesaid premises being still inverted with the parties of the first part, that the parties of the second part and their assigns may renew this lease for the period of ten years after its expiration upon the best terms offered therefor by any other responsible party, that is to say, upon the expiration of this lease said parties of the second part and their assigns shall have the refusal of renting said premises upon the best terms offered therefor by any other responsible party, providing of course that the power to so lease is then in said first parties, and providing further that if the first parties are not then authorized to lease said premises for ten years more but are for a shorter period, That said new leases shall be for such term as the first parties are then authorized to lease the same,

In Witness Whereof, the said parties have hereto set their hands in triplicate this 26th day of December 1897.

In the presence of

Wm. H. Beck  
Captain 10th Cavalry Acting U.S.  
Indian Agent Uintah & White River Utes.

(In the presence of)  
James A. Muse  
Henry E. Harris

Witnesses as

In Witness  
18th day of

1. Tabby
2. Wonroo
3. Tom
4. Happy
5. John D.
6. David C.
7. Atwine
8. Charley
9. Bot Ric
10. Ebenezer
11. Martin
12. Jim Du
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14. Provo
15. Richard
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17. Tom Y
18. Petters
19. Gardin
20. Jakey
21. Ioko
22. Kanav
23. Towat
24. Snap
25. Nephi
26. James
27. Horac
28. John C
29. Jesse C
30. Geo. V
31. Wanz
32. Shack
33. Chap
34. Quip
35. Appo
36. Wabo
37. Joe M
38. Frank
39. Anton
40. Cater
41. Capt.
42. Unga
- (Solo)
43. Gam
44. Paun



Witnesses as to Hathenbruck and Rhoades

J. H. Moyle

Frederick W. C. Hathenbruck

Geo. P. Costigan, Jr.

Caleb B. Rhoades

(Seal)

Hathenbruck & Rhoades Lease

In Witness Whereof we hereby affix our signatures to the above lease this  
18th day of December, Eighteen hundred and Ninety-seven,

1. Tabby	his x mark	45. Geo. Paumbitch	his x mark
2. Wonrodes	his x mark	46. Joe Gross	his x mark
3. Tom	his x mark	47. Wm. Taylor	his x mark
4. Happy Jack	his x mark	48. Paul Pegaroose	his x mark
5. John Duncan	his x mark	49. Ge-gar-kent	his x mark
6. David Copperfield	his x mark	50. John Nick	his x mark
7. Atwine	his x mark	51. Polonia Monter	his x mark
8. Charley Mack	his x mark	52. Peacheaut	his x mark
9. Bot Ridley	his x mark	53. Jim Atwine	his x mark
10. Ebenezer	his x mark	54. Moley	his x mark
11. Martin Van	his x mark	55. Atchista	his x mark
12. Jim Duncan	his x mark	56. Tumguitach	his x mark
13. Warren	his x mark	57. Shoawoo	his x mark
14. Provo Jim	his x mark	58. Lieutenant	his x mark
15. Richard Provo	his x mark	59. John Watove	his x mark
16. Rough	his x mark	60. Checora	his x mark
17. Tom Yanawads	his x mark	61. Long	his x mark
18. Petterson	his x mark	62. Jack Ontion	his x mark
19. Gardiner	his x mark	63. Dick Ebenezer	his x mark
20. Jakey	his x mark	64. Verney Mack	his x mark
21. Ioko	his x mark	65. John Reed	his x mark
22. Kanave	his x mark	66. Cut Lip Jim	his x mark
23. Towats	his x mark	67. John Hemp Kodge	his x mark
24. Snap	his x mark	68. Bill	his x mark
25. Nephi Lehi	his x mark	69. Amencanutes	his x mark
26. James B. Reed	his x mark	70. Black Hawk	his x mark
27. Horace Anthony	his x mark	71. Alec	his x mark
28. John Copperfield	his x mark	72. Mountain Sheep	his x mark
29. Jesse Copperfield	his x mark	73. Towanta	his x mark
30. Geo. Wanrodes	his x mark	74. Bridger Jim	his x mark
31. Wanzitz	his x mark	75. Aporas	his x mark
32. Shackwitch	his x mark	76. Frank Bannocky	his x mark
33. Chapoose	his x mark	77. Frank Parriett	his x mark
34. Quip	his x mark	78. Stanley Bullethead	his x mark
35. Apporah	his x mark	79. George Fuckawana	his x mark
36. Wabona	his x mark	80. Horner	his x mark
37. Joe Morgan	his x mark	81. Isaac Mawachean	his x mark
38. Frank Doctor	his x mark	82. John H. Patterson	his x mark
39. Antony	his x mark	83. Kurip	his x mark
40. Cater Ridley	his x mark	84. Lehi	his x mark
41. Capt. Joe Douglas	his x mark	85. Sungquap	his x mark
42. Ungastominegets (Soldier Joe)	his x mark	86. Mawadhean (Sorquan)	his x mark
43. Game	his x mark	87. Messatowana	his x mark
44. Paumbitch	his x mark	88. Ned	his x mark
		89. Pamckook	his x mark

90. Peacheant	his x mark	103. Tonegets	his x mark
91. Orin	his x mark	104. Tasunk	his x mark
92. Parahi	his x mark	105. Unguska	his x mark
93. Nanaitup	his x mark	106. Uriah Heep	his x mark
94. Jim Provo	his x mark	107. Wm. Nash	his x mark
95. Sam Robinson	his x mark	108. Rabbit	his x mark
96. Sagoose	his x mark	109. Ephraim Panawiby	his x mark
97. Solomon	his x mark	110. Undudanwootk	his x mark
98. Sockniken	his x mark	111. Andrew Ashri	his x mark
99. Skaputz	his x mark	112. Wash	his x mark
100. Square John	his x mark	113. Unquch	his x mark
101. O Okoo	his x mark	114. Yanagup	his x mark
102. Three-Finger Jack	his x mark		

We Certify that we the undersigned interpreted at the Council held at the Uintah Agency, Utah, December 18th, 1897, and that we explained fully the lease to which this is attached and that the Indians understood the matter thoroughly.

Witness;  
(Signed)

Henry E. Harris  
Henry E. Harris

Charles Mack  
his x mark

Interpreters

December 24, 1897.

Department of the Interior  
U.S. Indian Service  
Uintah & Ouray Agency  
White Rocks, Utah Dec. 28, 1897.

I certify that Hathenbruck and Rhoades are suitable persons to reside upon an Indian Reservation; that they are persons of good reputations and in my opinion this lease will be for the best interests of the Indians concerned.

W. H. Beck, Captain U.S. Army  
Acting U.S. Indian Agent

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#### AGREEMENT #4

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Know all men by these presents, That we Frederick William William Hathenbruck, of Provo City, State of Utah, and Caleb Baldwin Rhoades of Price, Carbon County, Utah as principals, and T. B. Beatty and H. B. Clawson, Charles M. Garrison, James H. Moyle, and F. H. Cavanaugh of Salt Lake City, Utah, as sureties, are holden and bound unto the Uintah and White River Utes, two Indian tribes in the Uintah Reservation, Uintah and Wasatch Counties, State of Utah, in the sum of Ten thousand dollars, to the payment of which to the said Indians, their heirs, legal

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representatives, and assigns we hereby pointly and severally bind ourselves, our heirs, executors and administrators.

The condition of the above written bond is such that if the above bounden obligors, said Frederick William Hathenbruck and Caleb B. Rhoades, their heirs, executors, administrators or assigns, shall in all things on their part observe, perform, fulfill, and keep, all and singular, the clauses, conditions, covenants, agreements, matters and things which, on the part of the said obligors, their heirs, executors, administrators, and assigns are to be observed, performed, fulfilled, and kept according to a lease in writing bearing date the 18th day of December, A.D., 1897, and expressed to be made between the said Obligors on the one part and the said Obligees, said Indian tribes of the other part; then the above written Obligation shall be void, but otherwise shall remain in full force and effect. In Witness Whereof the said Parties have hereunto attached their hands and seals in triplicate this fifth day of January 1898.

## Witness

Geo. P. Costigan Jr.

Jerrold R. Letcher

State of Utah

ss

County of Salt Lake

Frederick Wm. Hathenbruck (seal)

Caleb Baldwin Rhoades (seal)

T. B. Beatty (seal)

M. B. Clawson (seal)

Charles M. Garrison (seal)

James M. Moyle (seal)

T. H. Cavanaugh (seal)

F. B. Beatty & Chas. M. Garrison and James H. Moyle persons whose names are subscribed as the sureties to the above undertaking, being severally sworn each for himself, says: That he is a resident and freeholder within the State of Utah, and that he is worth the amount specified in the said undertaking as the penalty thereof, over and above all his just debts and liabilities, exclusive of property exempt from execution.

F. B. Beatty

Chas. M. Garrison

James H. Moyle

Subscribed and sworn to before me this 6th day of January A.D. 1898.

Jerrold R. Letcher, Clerk

U.S. District Court Dist. Ut.

United States of America )

) ss

District of Utah )

I, Jerrold R. Letcher, Clerk of the United States District Court

for the District of Utah, do hereby certify that F. B. Beatty, Charles M. Garrison and James H. Moyle, Sureties on the annexed and foregoing bond of William Hathenbruck and Caleb B. Rhoades whose names are subscribed to said bond are all inhabitants and freeholders of the State of Uta, and they are each worth over and above all their debts exclusive of the property exempt from execution, the sum of Ten thousand dollars, in which sum they each respectfully justify, and are ample security for the penalty thereof. . . .

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 AGREEMENT #5  
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This agreement made this 14th day of February, A.D. 1898, by and between F.W.C. Hathenbruck of Provo, State of Utah, and L. O. Wight and F. Eberhart of Salt Lake City, State of Utah.

Witnesseth: That the said party of the first part for and in consideration of the sum of five hundred dollars (\$500.00) to be paid by the said party of the second part hereinafter set forth, does grant, bargain, sell and set over to second party, his heir, administrators, and assigns, One fortieth interest in a said Mining Lease made with said Hathenbruck and Rhoades by the Uintah Indians for the Metals upon certain land in the Uintah Reservation, in the State of Utah therein described. Said lease is now pending in the Department of the Interior for approval.

The terms of payment as agreed upon are as follows: Said L. C. Wight and F. Eberhart pay said Hathenbruck five hundred dollars cash, upon the default of said payment this agreement shall be Null and Void. In Witness Whereof the parties have set their hand and seals this the 14th day of February A.D. 1898.

Witness	F.W.C. Hathenbruck (Seal)
George S. Coleman	L. O. Wight (Seal)

Witness as to L. O. Wight and F. Eberhart	
M. Shaeffer	F. Eberhart (Seal)

Recorded at request of F. Eberhart March 9, 1904 at 1 P.M.  
 Thomas S. Watson  
 County Recorder

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 AGREEMENT #6  
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This agreement made this 24th day of March, A.D. 1898 by and between F.W.C. Hathenbruck of Provo, State of Utah, and L. O.



Wight, F. Eberhart and Wm. Turton.

*Witnesseth* that the said party of the first part for and in consideration of the sum of five hundred dollars to be paid by the said party of the second part as hereinafter set forth, does grant, bargain, sell and set over to said second party, his heirs, administrators, and assigns one hundredth (1/100) part interest in a certain mining lease made with said Hattenbruck and Rhoades by the Uintah Indians for the metals upon certain lands in the Uintah Reservation in the State of Utah, therein described; said lease is now pending in the Department of the Interior for approval.

The terms of payment as agreed upon are as follows; said Wight, Eberhart and Turton pays said Hattenbruck by April 15th to be deposited in Deseret Nat. Bank at Salt Lake City, Five Hundred Dollars (\$500.00) upon default of any payment herein, this agreement shall be Null and Void. In Witness whereof the parties have hereunto set their hands and seal this day above written.

Witness: Harry Peyton

Accepted in connection with telegram making interest one fortieth (1/40).

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#### AGREEMENT #7

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This agreement made this first day of June A.D. 1898 by and between F.W.C. Hattenbruck of Provo, State of Utah, and L. O. Wight, F. Eberhart and Wm. Turton, Witnesses that the party of the first part for and in consideration of One Thousand Dollars to be paid by the party of the second part as hereinafter set forth, does grant, bargain, sell and set over to said second party, their heirs, administrators, and assigns One Twentieth interest in a certain mining lease made with said Hattenbruck and Rhoades, by the Uintah Indians for the metals upon certain lands in the Uintah Reservation in the State of Utah, therein described; said lease is now pending in the Department of the Interior for approval.

The terms of payment as agreed upon are as follows—Said Wight, Eberhart, and Turton pays Hattenbruck—250.00 Cash down and Two Hundred and Fifty in 30 days from date hereof and \$500. from the first proceeds of his share of the lease, upon the default of any payments herein, this Agreement shall be null and void.

In Witness whereof the parties have hereunto set their hands and seal this 18th day of June A.D. 1898.

F.W.C. Hattenbruck  
L. O. Wight  
Wm. Turton  
F. Eberhart

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## #8 GENERAL POWER OF ATTORNEY

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## KNOW ALL MEN BY THESE PRESENTS:—

That we, Caleb B. Rhoades, and Sidsie Rhoades, wife of same, of Price, Carbon County, State of Utah, do hereby make, constitute, and appoint John T. Clark, of Provo City, Utah County, State of Utah, our true and lawful attorney in fact for us, and in our name and stead, and as our act and deed, to lease, assign, sell, execute, and deliver deeds of conveyance or other conveyances whatsoever, and to look up any matter whatsoever, and generally to do and perform all things that we ourselves personally could do as to disposing of, leasing, assigning, selling, and conveying the following described real estate, situated and being in Wasatch County, State of Utah, and known as the "Rhoades" mine about 1895 or 1896 by the Indians on the Uintah Reservation, State of Utah, to Caleb B. Rhoades of Price, Utah, and F.W.C. Hathenbruck, of Provo City, Utah County, Utah, and see to it that the interests of the said Caleb B. Rhoades and Sidsie Rhoades as above, are protected in every way and to take much steps and do such things to accomplish this end as to the said Caleb B. Rhoades and Sidsie as above.

In consideration of the said John T. Clark of Provo City, Utah, doing the acts and attending to our interests as above set forth, we do hereby quit-claim to him the undivided one-half interest in and to all our rights, titles, and interests in and to the said "Rhoades Mine" in Wasatch County, State of Utah, and especially in and to the rights, titles, and interests derived or in any way appertaining to or growing out of the above named lease from said Indians on the Uintah Reservation, State of Utah, to the said Caleb B. Rhoades and F.W.C. Hathenbruck.

In Witness whereof we have hereunto set our hands this 17th day of October A.D. 1903.

Signed in the presence of; Maggie Jones

State of Utah )

) ss

Carbon County )

Caleb B. Rhoades

Sidsie Rhoades

On this 17th day of October A.D. 1903 personally appeared before me Caleb B. Rhoades and Sidsie Rhoades, his wife, who duly acknowledged to me that they executed the above instrument freely and voluntarily and for the purpose therein set forth:

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My commission expires Jan. 22, 1905  
Recorded at the request of John T. Clark, October 21, 1903 at 12 Noon.  
Thomas S. Watson  
County Recorder

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#9 REVOCATION OF POWER OF ATTORNEY  
\*\*\*\*\*

KNOW ALL MEN BY THESE PRESENTS:

That whereas we, Caleb B. Rhoades and Sidsie Rhoades, of Price, Carbon County, State of Utah, in and by our letter of writing, warrant, or power of Attorney, bearing date October 17th A.D. 1903 did make, constitute and appoint John T. Clark, of Provo City, Utah County, State of Utah, our true and lawful attorney for the purposes and with the powers therein set forth, as will more fully and at large appear by reference thereto or to the record thereof made of the 21st day of October A.D. 1903, in book "2" of Miscellaneous Records, in the County Recorder's Office of Wasatch County, State of Utah, at pages 34 and 35.

Now therefore, we, Caleb B. Rhoades and Sidsie Rhoades, for divers good causes and considerations as hereunto moving have revoked, countermanded, annulled and made void, and by these presents do revoke, countermand, annul and make void, the said letter, warrant, or power of Attorney, and all power and authority thereby given or intended to be given to the said John T. Clark.

In Witness Whereof we have hereunto set Our hands this the 2nd day of June, A.D. 1904.

Signed in the presence of  
L. O. Hoffman

Caleb B. Rhoades  
Sidsie Rhoades

State of Utah            )  
                                  ) ss  
County of Carbon        )

On this 2nd day of June A.D. 1904 personally appeared before me Caleb B. Rhoades and Sidsie Rhoades, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

(Seal)

L. O. Hoffman  
Notary Public

My commission expires January 22 A.D. 1905.  
Recorded at request of A. C. Hatch June 3, 1904 at 4 o'clock P.M.  
Thomas S. Watson, County Recorder

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#10 ASSIGNMENT AND LEASE  
\*\*\*\*\*

State of Utah            )  
                                  ) ss  
County — Wasatch    )

## KNOW ALL MEN BY THESE PRESENTS:

That we, Frederick William Hattenbruck of Provo, Utah, and Caleb B. Rhoades of Price, Utah, the persons named as second parties in a certain lease dated December 18th A.D. 1897 between the Uintah and White River Utes, as parties of the first part and said Hattenbruck and Rhoades as parties of the second part, do hereby sell, assign, transfer and set-over to Abram C. Hatch and John E. Austin both of Heber City, Wasatch County, State of Utah, for a valuable consideration, all of our and each of our right, title, interest, claim and demand, both in law and in equity, of in and to the said lease, a copy of which is hereto attached, and also all our right, title, interest, claim and demand under the permit from the Secretary of the Interior to obtain said lease from said first parties including the right to located 540 acres of Mineral land within the Uintah Reservation within the State of Utah, as provided by the act of Congress entitled "An Act Making Appropriations" for the current and contingent expenses of the Indian Department and for fulfilling treaty stipulations with various Indian tribes for the fiscal year ending June 30th 1903, and for other purposes "Approved May 27th 1902", and an Act of Congress, entitled "(Public Resolution No. 31.) Joint Resolution Supplementing and Modifying certain provisions of the Indian Appropriation Act for the year ending June 30th 1903.", Approved June 19th A.D. 1902. And we do hereby Warrant to the said Hatch and Austin and each of them that the said permit to obtain said lease from the said parties of the first part named therein was obtained from the Secretary of the Interior (Cornelius N. Bliss) On the            day of September            , A.D. 1907 and that no rights exist under the said lease or the said permit except such as are hereby assigned.

Witness our hands this 26th day of January 1904.

Signed and delivered in the presence of

William Buys as to Hattenbruck	(Frederick Wm. Hattenbruck
A. W. Horsley as to Rhoades	(Caleb B. Rhoades

State of Utah            )  
                                  ) ss  
County — Wasatch    )

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On this 26th day of January, A.D. 1904, personally appeared before me Frederick William HATHENBRUCK one of the signers of the foregoing assignment who acknowledged to me that he executed the same.

Wm. Buys  
Notary Public

My commission expires Dec. 23, A.D. 1905.

State of Utah            )  
                              ) ss  
County of Carbon        )

On this the 29th day of January, A.D. 1904, personally appeared before me Caleb B. Rhoades, one of the signers of the foregoing assignment, who duly acknowledged to me that he executed the same.

(Seal)

A. W. Horsley  
Notary Public

My Commission expires on January 27, A.D. 1906.

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#11 MINING DEED  
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Caleb B. Rhoades and Sidsie Rhoades, his wife, Grantors of Price, Carbon County, Utah, hereby bargains, sell, remise, releases and conveys A Quit Claim to John T. Clark of Provo City, Utah County, Utah, Grantee, for the sum of \$1.00 (one dollar) and other valuable considerations, an undivided one-half interest of their right, title and interest, estate, claim and demand, both in law and in equity, as well as in possession, expectancy of in or to that certain portion claim and mining right title or precious metals of gold, silver, lead, and copper, situated in the Uintah Range of Mountains, on what is now known as the Uintah Indian Reservation in Wasatch County, State of Utah, and described as follows to wit:- An undivided half interest in that certain Mining Claim known and located as the Rhoades Mine such said claim was located by the Grantor above named Caleb B. Rhoades, On or about the tenth day of July, 1859, and also that certain Mining Claim known as the Pine Mine located by the Grantor above named Caleb B. Rhoades on or about the 10th day of July 1859.

This deed is given for the purpose of making more certain and definite a deed heretofore executed by said Grantors to said Grantee on the 17th day of October, 1903.

Together with all dips, spurs and angles, and also all the Metals, ores, gold and silver bearing quartz, rock and earth therein; And all the right, privileges and franchises, thereto incident appendant and appurtenances thereto

belonging, and the rents, issues and profits thereof; And also all the estate right, title interest, possession, claim and demands, whatever of the said Grantors of in or to the premises and every part and parcel thereof. To Have and to hold all and singular the premises together with the appurtenances and privileges thereto incident, and said Grantors, for themselves and their heirs doth hereby agree and with said Grantee that they have full rights and power to sell and convey the said premises; And that the said premises are now free and clear from all encumbrances, sales or mortgages made or suffered by the Grantors.

Witness the hand of said Grantors this 8th day of August, 1904.

Signed in the presence of

Samuel A. King )

) ss

Levi N. Harmon )

Caleb B. Rhoades

Sidsie Rhoades

On this 8th day of August, 1904, personally appeared before me Caleb B. Rhoades and Sidsie Rhoades, his wife, who acknowledged to me that they executed the same.

(Seal)

A. W. Horsley  
Notary Public

My Commission expires January 27, 1906.

Recorded at request of John T. Clark, May 16th, 1905 at 11:30 o'clock A.M.

State of Utah )

) ss

County of Wasatch )

I . . . Wayne C. Whiting . . . Recorder in and for Wasatch County, Utah, do hereby Certify that the foregoing and approved is a full, true, and correct copy of the . . . (Mining Deed, Rhoades to Clark) . . . as the same appears of record on pages . . . (305-6) . . . of book . . . (5) . . . of the Mining Deed records of said Wasatch County, in witness whereof I have hereunto set my hand affixed my official seal this . . . (27) . . . day of . . . (August) . . . 1965.

. . . (Wayne C. Whiting) . . .  
County Recorder

Signed by . . . (Mary G. Chipman, Deputy)

It is readily apparent from the preceding deeds and documents that Caleb Rhoades was making serious preparations to enter into the country and work *two separate* gold mines (which also contained silver, tellurium, lead, copper and other minerals), mines known as the "Rhoades Mine" and the "Pine Mine," respectively, neither of which, we might add, was the sacred mines or, as we have termed it—the Lost Rhoades Mine. It is, at the same time, just as readily apparent that Caleb located them both on about the same day (July 10, 1859).

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Caleb had once claimed that he had let his half-brother, Enoch Rhoades, know the location of the mine and then, only four years later, claimed that in speaking of the Indian's sacred gold, he had "never told anyone the location of the mine and never intend to as long as I live."

Now, this would be very confusing if we were to believe that there was only *one* mine, but based on the knowledge we have obtained of Caleb and his mining efforts, we discover not three certain places where Caleb obtained his gold (two of which are mentioned within his mining deeds), but perhaps as many as seven and later in this narrative we will attempt to prove this. But for now we realize that because of his sacred oath, the two mines previously mentioned in the foregoing mining deeds as the "Rhoades Mine" and the "Pine Mine" are not the sacred Indian mine for which he had taken his oath, but like the sacred mine, these two mines were also upon the reservation. It was for this purpose, then, that Caleb and Hattenbruck cinched a lease from the Indians in 1897-98 of all the land encompassing the area of the mines. . . .

And now to place our story in proper perspective, without loss of vital facts concerning our narrative to this point and at the risk of sounding repetitious, it would be well to reconstruct some of the happenings concerning the Spanish gold incident which eventually led Caleb Rhoades to the two Spanish mines named in his mining deeds as the "Rhoades" and "Pine" mines.

As mentioned previously, one summer long ago the entire Ute tribe went north to a reunion and when they returned, the medicine man discovered that someone had been to the sacred place (which they called Carre-Shin-Ob, or There Dwells The Great Spirit), took all of the loose gold, and had dug a tunnel or shaft into the mountain and took more of the precious ore.

The old chief who related the story said that it happened shortly after the Mormons came to Utah in 1847. He and six others were sent after the thieves who left a plain trail to follow. Over the mountains they had gone and finally down the Provo River and thence south to somewhere near present day Nephi, where they caught up to some Mexicans (or Spaniards) who had a lot of "little mules" (burros) and some fine riding horses.

The Indians promptly killed these men, mutilated their bodies and took the entire string of horses and burros up Salt Creek Canyon, over Sanpete Mountain and back to the old mine and the reservation.

Then, many years later, Mormon V. Selman (a Mormon missionary to the Indians during the late 1880's and early 1900's) related the following story which tends to corroborate the Indian version of that theft:

"My father used to tell me of a time in the early days when a pack train came down the Provo River and camped by his place for a few days to rest up their small pack mules. He said they loaded these animals with a heavy pack load that did not appear to be very large, but it was all those mules could carry.

"The men kept an armed guard at their camp and no one was allowed near. He said that they stayed a few days and went south. A few days later there was a report that some Indians had killed those men down on Chicken Creek (Levan, near Nephi) and had stolen the mules and horses and whatever those animals were loaded with. No one suspected that Indians would steal a pack train so everybody decided that it was someone who had dressed up as Indians." (Refer to Chapter Three of this narrative).

Ironically, Thomas Rhoades (Caleb's father) was among the group of men who made the gruesome discovery of those massacred Spaniards on Chicken Creek. One man is reported to have picked up a small metal box or case, inside of which was a very old map, written in Spanish and placed on parchment. . . . And, Thomas Rhoades, ever interested in mines and gold, is reported to have taken this map.

Later, after Thomas Rhoades had translated the Spanish markings into English, he learned that it was a map showing the locations of three rich gold mines, by one of which stood a large "pine" tree with the inscription "Gold—1856." Rhoades tried to locate these mines by crossing the Provo River very high up the course, but was unable to find them. Caleb, however, resumed the search when his father gave it up and he later claimed to have located these mines (two of them at least) in July of 1859. And, it is believed that from these mines Caleb took what gold he personally needed after he was forbidden the sacred gold of "Shin-Ob" (The Rhoades Mine) after the death of Brigham Young in 1877. Most certainly, these were the mines previously mentioned in the Indian Lease of 1897 and the Mining Deeds of 1897 through 1904.

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